

**TITLE SHEET**

**SOUTH CAROLINA TARIFF**

**OF**

**ONELINK COMMUNICATIONS, INC.**

This tariff contains the description, regulations, and rates applicable to the furnishing of intraLATA and interLATA intrastate resold interexchange telecommunications services by OneLink Communications, Inc. with principal offices located at 8400 N. University Drive, Suite 204, Tamarac, FL 33321. This tariff applies to services furnished within South Carolina. This tariff is on file with the South Carolina Public Service Commission, where copies may be inspected during normal business hours.

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**ISSUED BY:**

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original

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**SYMBOLS SHEET**

The following are the only symbols used for the purpose indicated below:

- (D) - Deleted or Discontinued Regulation
- (I) - Change Resulting In An Increase To A Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New Rate or Regulation
- (R) - Change Resulting In A Reduction To A Customer's Bill
- (T) - Change In Text or Regulation, But No Change In Rate or Charge

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**TARIFF FORMAT SHEETS**

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SCPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the SCPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the SCPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SCPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

<b>Access Line</b>	A telephone line provided by local exchange carriers that connects a telephone or other communications device at a customer's location to OneLink's underlying carrier's telecommunications network switching center(s).
<b>SCPSC</b>	South Carolina Public Service Commission
<b>Authorization Code</b>	A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.
<b>Carrier or Company</b>	OneLink Communications, Inc.
<b>Commission</b>	South Carolina Public Service Commission
<b>Customer</b>	The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.
<b>Holidays</b>	The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day and Christmas Day.
<b>Rate Center</b>	The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.
<b>Underlying Carrier</b>	The telecommunications carrier whole network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within South Carolina.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within the state of South Carolina.

The Company's services are provided on a monthly basis unless ordered on a longer-term basis, and are available to its customers twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or to limit the use of service necessitated by conditions beyond its control; including, without limitation, for customer non-payment of charges, or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.4 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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**SECTION 2 - RULES AND REGULATIONS, continued****2.3 Liabilities of the Company**

- 2.3.1 The Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring the in course of furnishing the Company's Services, but not caused by its gross negligence or willful misconduct or that of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.3.2 Acceptance of the provisions of Section 2.3.1. by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.
- 2.3.3 The Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
  - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's services; and
  - (C) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.
- 2.3.4 As a telephone utility under the regulation of the Public Service Commission of South Carolina, OneLink Communications, Inc. hereby asserts and affirms that as a reseller of intrastate telecommunications service, OneLink will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and OneLink will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, OneLink will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. OneLink understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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**SECTION 2 – RULES AND REGULATIONS, continued**

**2.4     Interruption of Service**

- 2.4.1     Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1. herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the customer's obligation to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within the customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2     No credit shall be allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3     Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4     No credit shall be allowed:
  - (A)       For failure of facilities of customer; or
  - (B)       For failure of services or equipment caused by negligence or willful acts of customer.
- 2.4.5     Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6     Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7     Credits are applicable only to that portion of service interrupted.

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**SECTION 2 – RULES AND REGULATIONS, continued**

2.4 Interruption of Service, continued

2.4.8 For purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.4.10 The customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

“A” - outage time in hours

“B” - total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the South Carolina Public Service Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

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**SECTION 2 – RULES AND REGULATIONS, continued****2.8     Taxes**

All state and local taxes levied by governmental entities upon customers (i.e., sales tax, municipal utilities tax and so forth) are listed as separate line items on customer bills and are not included in the Company's scheduled rates.

**2.9     Collection of Charges**

2.9.1 In the event Company incurs fees or expenses to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

2.9.3 Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company's discretion, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five (5) business days after such process shall have been deposited in the mail, postage prepaid.

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**SECTION 2 – RULES AND REGULATIONS, continued**

2.10 Billing

Company uses LEC billing.

2.11 Billing Disputes

Customer may seek final resolution for any dispute with Company by contacting the South Carolina Public Service Commission at (803) 896-5100, or by mailing a complaint to the South Carolina Public Service Commission, Saluda Building, 101 Executive Center Dr., Suite 100, Columbia, SC 29210. Customer billing and dispute resolution issues will conform with SCPSC Rules and Regulations, R. 103-622 and 103-623.

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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**SECTION 2 – RULES AND REGULATIONS, continued**

**2.12    Limitation of Actions**

- 2.12.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and/or seeking mandates requiring the Company to take action or to cease any action which is not based on tariffed charges shall be begun within one (1) year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.12.2 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of overcharges based on tariffed rates shall be begun within one (1) year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one-year period of limitation, said period shall be extended to include one (1) year from the time the notice in writing is given by the Company to the claimant of disallowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.12.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one year from the time the cause of action accrues, and not after. If on or before the period of limitation in Sections 2.12.1 or 2.12.2, preceding, Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect of that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by Company.
- 2.12.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Usage Based Services**

- 3.1.1 The customer's long distance usage charge is based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.
- 3.1.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

**3.2 Outbound Interexchange Service**

The Company's service is provided for use by presubscribed Customers or Authorized Users. Calls are routed over the Company's resold transmission and switching facilities to any valid NPA-NXX in the state of South Carolina.

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**SECTION 3 - DESCRIPTION OF SERVICES, continued**

3.3 Toll Free Inbound Service

Toll free inbound service provides for the termination of inbound toll-free calls to one-party exchange access lines from points within South Carolina to Customer premises within South Carolina.

3.4 Directory Assistance

The Company provides standard Directory Assistance.

3.5 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

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**SECTION 4 - RATES****4.1 Outbound Services**

OneLink's rates for the Premier Rate Plan are time period sensitive. Peak hours are from 7:00 a.m. to 7:00 p.m. seven days per week. Off Peak hours are from 7:01 p.m. to 6:59 a.m. seven days per week. OneLink's rates for Rate Plans "Plan A" and "Plan B" are effective 24 hours per day, 7 days per week.

**4.1.1 Rate Plan "Plan A"**

Rate Plan "Plan A" offers interLATA and intraLATA service. Calls are billed in one (1) minute increments and are rounded up to the next higher increment. A recurring monthly service charge applies.

**Maximum Usage Charge**

Flat Fee	\$0.07/minute
Monthly Service Charge:	<u>\$5.95</u>

**4.2 800/888 (Inbound) Long Distance Service**

Charges for inbound services are time and distance insensitive and are billed in one (1) minute increments and rounded up to the next higher increment.

**Maximum Usage Charge**

Fee	\$0.20 / minute
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No surcharge or monthly fee.

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**SECTION 4 - RATES, continued****4.3     Basic Calling Card Service**

Charges for calling card calls are time and distance insensitive with no minimum monthly usage requirements and are billed in one (1) minute increments after the initial minimum period of one (1) minute, with usage measured and rounded up to the next higher increment.

**Maximum Usage Charge**

Fee                      \$0.24 / minute

**4.4     Directory Assistance**

Maximum:            \$0.85 per call

**4.5     Return Check Charges**

Returned Check Charge fees are set and collected in accordance with S.C. Code Ann. Section 34-11-70 and Commission regulations.

**4.6     Remote Access Charge**

A surcharge applies to all remote access calls, including 800/888/877 and calling card calls that are accessed by dialing 800/888/877, originated from payphones.

**Maximum Per Call Charge**

\$0.30

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**SECTION 4 - RATES, continued****4.7     Special Promotions**

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the SCPSC with specific starting and ending dates, and be made part of this tariff.

**4.8     Method of Computing Charges**

If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4266 would be rounded up to \$1.43).

**4.9     Discounts for Hearing Impaired Customers:**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

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